

K22-1274

**AMENDMENT NO. 1 TO COOPERATIVE ENDEAVOR AGREEMENT
CITY OF NEW ORLEANS**

AND

LMF VENTURES, LLC D/B/A CRESCENT CITY PHARMACY

THIS AMENDMENT is made and entered into by and between the City of New Orleans, represented by LaToya Cantrell, Mayor (the “City”), and LMF Ventures, LLC d/b/a Crescent City Pharmacy, represented by Lishunda Franklin, Owner (the “Contractor”). The City and the Contractor may sometimes be collectively referred to as the “Parties.” The Agreement is effective as of January 1, 2023 (the “Effective Date”).

WHEREAS, the City and the Contractor are parties to a(n) cooperative endeavor agreement dated January 1, 2022, for pharmacy services (the “Agreement”);

WHEREAS, the City and the Contractor, each having the authority to do so, desire to enter this Amendment to extend the term of the agreement and increase funding.

NOW THEREFORE, for good and valuable consideration, the City and the Contractor amend the Agreement as follows:

1) **Extension**: The Agreement is extended for an additional two (2) years through December 31, 2024.

2) **Compensation**: The Agreement is amended to increase the compensation for in the amount of \$70,000.00. The maximum aggregate compensation payable under the Agreement is increased by to \$140,000.00.

3) **Additional Miscellaneous Provisions**: The following terms and conditions are added to the Agreement:

a. **Audit and Other Oversight**. It is agreed that the Contractor will abide by all provisions of City Code §2-1120, including but not limited to City Code § 2-1120(12), which requires the Contractor to provide the Office of Inspector General with documents and information as requested. Failure to comply with such requests shall constitute a material breach of the contract. In signing this contract, the Contractor agrees that it is subject to the jurisdiction of the Orleans Parish Civil District Court for purposes of challenging a subpoena.

b. **Ownership Interest Disclosure**. The Contractor shall provide a sworn affidavit listing all persons, natural or artificial, with an ownership interest in the Contractor and stating that no other person holds an ownership interest in the Contractor via a counter letter. For the purposes hereof, an “ownership interest” shall not be deemed to include ownership of stock in a publicly traded corporation or ownership of an interest in a mutual fund or trust that holds an interest in a publicly traded corporation. If the Contractor fails to submit the required affidavits, the City may, after 30 days’ written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payments until such the required affidavits are submitted.

4) **Convicted Felon Statement**: The Contractor swears that it complies with City Code § 2-8(c). No Contractor principal, member, or officer has, within the preceding five years, been

convicted of, or pled guilty to, a felony under state or federal statutes for embezzlement, theft of public funds, bribery, or falsification or destruction of public records.

5) **Non-Solicitation Statement:** The Contractor swears that it has not employed or retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Amendment. The Contractor has not paid or agreed to pay any person, other than a bona fide employee working for it, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from this Amendment.

6) **Prior Terms Binding:** Except as otherwise provided by this Amendment, the terms and conditions of the Agreement remain in full force and effect.

7) **Electronic Signature and Delivery.** The Parties agree that a manually signed copy of this Amendment and any other document(s) attached to this Amendment delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Amendment. No legally binding obligation shall be created with respect to a party until such party has delivered or caused to be delivered a manually signed copy of this Amendment.

[SIGNATURES CONTAINED ON NEXT PAGE]

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IN WITNESS WHEREOF, the City and the Contractor, through their duly authorized representatives, execute this Amendment.

CITY OF NEW ORLEANS

BY:  _____ for
LATOYA CANTRELL, MAYOR

Executed on this 3rd of February, 2023

FORM AND LEGALITY APPROVED:

Law Department

By:  _____

Printed Name: Tracy Tyle

LMF VENTURES, LLC D/B/A CRESCENT CITY PHARMACY

BY:  _____
LISHUNDA FRANKLIN, OWNER

FEDERAL TAX I.D. 